

January 17, 2014

Federal Communications Commission  
Office of the Secretary  
445 12<sup>th</sup> Street SW  
Washington, DC 20554

**RE: Request for Waiver and Review of Decision**

CC Docket No. 02-6

**Contact:**

Janice Meyers  
Letter of Agency for Boston Renaissance Charter School  
Janice Meyers Educational Consulting, LLC  
1121 Park West Blvd. Suite B204  
Mount Pleasant, SC 29466  
Phone 914-715-2466  
janice@jhmedu.com

BEN: 16053376

Form 471 # 882704

**Request for Waiver**

I am requesting a waiver of the 2013-14 Form 471 filing deadline due to inadvertent errors and circumstances beyond my control.

**Argument**

In 2006 and 2007, in the *Bishop Perry Order* and the *Academy for Academic Excellence Order*, the Commission and the Bureau, respectively, granted waivers to applicants who missed the FCC Form 471 filing window deadline due to technical malfunctions, school reorganizations, a misunderstanding related to the filing deadline, personal staff emergencies, inadvertent errors, or circumstances beyond their control, including inclement weather.

In February of 2013, my left hip became displaced. I needed surgery but felt that I could not do so until the 2013 471 filing window closed on March 14, 2013. My mobility was aided with crutches and pain medication. Surgery was scheduled for April 5, 2013 in New York City. I spent 3 1/2 weeks recovering in Westchester County, NY near my family and away from my office in Mount Pleasant, SC. Please see the attached documentation of surgery.

The Boston Renaissance Public Charter School was founded in 1995 and today has over 946 students. The school has been leveraging E-rate funding to supply the internet to students and staff for many years. The E-rate program has been a valuable resource for Boston Renaissance, including enabling the school to build a state of the art technology network in a new building in 2010

Boston Renaissance filed a 2012-13 471 application for FRN 2336194 with the BEN for Spectrotel in the amount of \$3,685/month. This FRN was based on a two year contract with a contract award date of 03/13/2012. FRN 2313847 with a SPIN for MassComm was filed as a month to month service in the amount of \$2,478.75/month.

Form 470 was posted online on December 19, 2012. Quotes were collected for Internet Access. MassComm submitted a quote in reply to form 470 # 966250001083574 in the amount of \$2,355/month. No other bids were received for this service. A contract was signed on February, 13, 2013. A draft of form 471 # 882704 was filed online on February 15, 2013. On March 14, 2013 form 471 # 882704 was filed online. FRN 2428099 was filed for Spectrotel in the amount of \$2,355/month with a CAD of 02/13/2013. No FRN was filed for MassComm.

On November 11, 2013 a FCDL was issued. Once the 486 was filed, the school asked "Where is MassComm?" It was then after going thru the paper file I discovered my error. I had no idea that I had made this mistake prior to the filing of the 486. When the school asking where the missing MassComm award was, I realized my error.

Upon review of the file I discovered that I used the contract from MassComm to file FRN 2428099 using Spectrotel's SPIN in the amount of \$2,355/month instead of using the February 1, 2013 Spectrotel bill in the amount of \$3,785/month as documentation for the FRN amount. I inadvertently failed to file a FRN for the Mass Comm. Please see the attached vendor documentation.

I ask that you respectfully waive the filing deadline of March 14, 2013 due to circumstances beyond my control so the SLD can correct FRN 2428099 as an M&C error and I can file the FRN for Mass Comm in the amount of \$2,355/month

Sincerely,

The signature is handwritten in black ink, appearing to read "Janice Meyers" with a stylized flourish at the end.

Janice Meyers



FORM 1010 (01/10) 853571849302

Claim received for JANICE MEYERS  
Reference # [REDACTED]  
ID [REDACTED]

THIS IS NOT A BILL

## Claim detail

CIGNA received this claim on April 16, 2013 and processed it on April 22, 2013.

Service dates	Type of service	Amount billed	Discount	Amount not covered	Covered amount	Copay/Deductible	What CIGNA plan paid	% paid	Coinsurance*	See notes
NYU HOSPITALS CTR, [REDACTED]										
04/05/13-04/07/13	SEMI-PRIV./ WARD	12,075.00	0.00	12,075.00	0.00	0.00	0.00	0	0.00	A
04/05/13	DRUGS	43.10	0.00	43.10	0.00	0.00	0.00	0	0.00	A
04/05/13	IV(S)	1,185.00	0.00	1,185.00	0.00	0.00	0.00	0	0.00	A
04/05/13	SUPPLIES	515.08	0.00	515.08	0.00	0.00	0.00	0	0.00	A
04/05/13	SUPPLIES	182.27	0.00	182.27	0.00	0.00	0.00	0	0.00	A
04/05/13	SUPPLIES	31,266.90	0.00	31,266.90	0.00	0.00	0.00	0	0.00	A
04/05/13	SUPPLIES	8,799.11	0.00	8,799.11	0.00	0.00	0.00	0	0.00	A
04/05/13	LABORATORY	41.00	0.00	41.00	0.00	0.00	0.00	0	0.00	A
04/05/13	LABORATORY	261.00	0.00	261.00	0.00	0.00	0.00	0	0.00	A
04/05/13	LABORATORY	384.00	0.00	384.00	0.00	0.00	0.00	0	0.00	A
04/05/13	X-RAY	287.73	0.00	287.73	0.00	0.00	0.00	0	0.00	A
04/05/13	X-RAY	328.00	0.00	328.00	0.00	0.00	0.00	0	0.00	A
04/05/13	OPERATING ROOM	13,078.17	0.00	13,078.17	0.00	0.00	0.00	0	0.00	A
04/05/13	ANESTHESIA SUP.	847.09	0.00	847.09	0.00	0.00	0.00	0	0.00	A
04/05/13	PHYSICAL THERAPY	1,616.00	0.00	1,616.00	0.00	0.00	0.00	0	0.00	A
04/05/13	PHYSICAL THERAPY	741.00	0.00	741.00	0.00	0.00	0.00	0	0.00	A
04/05/13	OCC. THERAPY	1,279.00	0.00	1,279.00	0.00	0.00	0.00	0	0.00	A
04/05/13	OCC. THERAPY	792.00	0.00	792.00	0.00	0.00	0.00	0	0.00	A
04/05/13	DRUGS	1,071.53	0.00	1,071.53	0.00	0.00	0.00	0	0.00	A
04/05/13	RECOVERY ROOM	4,729.79	0.00	4,729.79	0.00	0.00	0.00	0	0.00	A
<b>Total</b>		<b>\$79,522.77</b>	<b>\$0.00</b>	<b>\$79,522.77</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	

\* After you have met your deductible, the costs of covered expenses are shared by you and your health plan. The percentage of covered expenses you are responsible for is called coinsurance.

RETAIN THIS FOR YOUR RECORDS.

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046466





855910543002

Claim received for JANICE MEYERS  
Reference # [REDACTED]  
ID [REDACTED]

THIS IS NOT A BILL

## Claim detail

CIGNA received this claim on April 17, 2013 and processed it on April 26, 2013.

Service dates	Type of service	Amount billed	Discount	Amount not covered	Covered amount	Copay/Deductible	What CIGNA plan paid	% paid	Coinsurance*	See notes
04/05/13	PATRICK MEERE MD, [REDACTED]									
04/05/13	SURGERY	25,500.00	0.00	25,500.00	0.00	0.00	0.00	0	0.00	A
04/05/13	RADIOLOGIST	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0	0.00	A
Total		\$26,500.00	\$0.00	\$26,500.00	\$0.00	\$0.00	\$0.00		\$0.00	

\* After you have met your deductible, the costs of covered expenses are shared by you and your health plan. The percentage of covered expenses you are responsible for is called coinsurance.

## Other important information that I need to know

\*\*\*\*\* ATTENTION: WE NEED ADDITIONAL INFORMATION FROM THE PROVIDER TO DETERMINE BENEFITS. PLEASE USE THIS FORM OR INCLUDE REFERENCE NUMBER ON RESPONSE. SEE DETAILS BELOW. \*\*\*\*\*

## Notes

A - HEALTH CARE PROFESSIONAL: WE NEED MORE INFORMATION TO PROCESS THIS CLAIM. WE WROTE THE CUSTOMER A SEPARATE LETTER, ASKING FOR THIS INFORMATION. ONCE WE GET IT, WE'LL PROCESS THE CLAIM ACCORDING TO THE CUSTOMER'S PLAN. IF WE DON'T GET THE INFORMATION WITHIN 90 DAYS, WE WILL CLOSE THE FILE UNTIL WE DO.

## Additional appeal information related to the Patient Protection and Affordable Care Act of 2010

If you would like to request information about the specific diagnosis and treatment codes submitted by your Health Care Professional, please either contact your Health Care Professional, or go to [http://www.cigna.com/privacy/privacy\\_healthcare\\_forms.html](http://www.cigna.com/privacy/privacy_healthcare_forms.html) or call the Customer Service number on the back of your ID card.

If you are not satisfied with the final internal review, you may be able to ask for an independent, external review of our decision, as determined by your plan and any state or federal requirements. For questions about your appeal rights or for assistance, you can contact the Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.askebsa.dol.gov](http://www.askebsa.dol.gov). Assistance may also be available through the below consumer assistance or ombudsman program(s):

State	Contact Information
South Carolina	South Carolina Department of Insurance, Consumer and Individual Licensing Services Division, P.O. Box 100105, Columbia, SC 29202 (800) 768-3467 <a href="http://www.doi.sc.gov">http://www.doi.sc.gov</a> <a href="mailto:consumers@doi.sc.gov">consumers@doi.sc.gov</a>



MASS

866-791-MASS

www.masscommgroup.com

fm 2428099

## Customer Information

Company Name Boston Renaissance Charter School  
Street Address 1415 Hyde Park Ave  
Suite Number  
City, State Hyde Park, MA  
Zip Code 02136

Contact Name Craig Engerman  
Contact Phone 617-357-0900  
Contact E-Mail cengerman@bostonrenaissance.org

## Sales Executive Information

Sales Executive Zina Hassel - ZLH Enterprises  
Phone 732-995-7475  
E-Mail zina@zlhent.com

Service Term (yrs) 3

1415 Hyde Park Ave, Hyde Park, MA 02136

Data Services	QTY	Unit Price	Monthly
20 Mbps Ethernet	1	956.05	956.05
Local Access	1	1349.00	1349.00
Enhanced Monitoring & Maintenance	1	49.95	49.95

Managed Equipment	QTY	Unit Price	Monthly
Router/EAD	1	0.00	0.00

2355

Installation Services	QTY	Unit Price	One-Time
Ethernet Installation	1	0.00	0.00
Site Total	Monthly	2355.00	One-Time 0.00

Order Totals	Monthly Fee	2355.00	One-Time 0.00
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**TERMS**

By signing this Agreement, the Customer hereby authorizes MASSCOMM Inc. d/b/a MASS Communications ("MASS") to provide the Services listed herein and on any/all attachments. The Agreement shall be effective upon the date in which this Agreement is duly executed ("Effective Date"); Service Term shall commence upon the installation of the initial service. Each month Customer shall purchase the Services at a cost of no less than the Monthly Fee as set forth in the Order Totals section of this Agreement, calculated prior to application of any taxes or surcharges. In the event that Customer terminates this Agreement any time after the Effective Date but prior to the expiration of the Service Term, Customer shall pay MASS an early termination charge equal to the Monthly fee times the number of months remaining in the Service Term. Upon expiration of the Service Term, the Agreement shall renew automatically for successive renewal terms upon the same terms and conditions as set forth in the original agreement, each for a period of time equal to the original service term, unless either Party serves the other Party with written notice of such Party's intent not to renew the Agreement at least sixty (60) days prior to the expiration of the then current service term. In the event Customer requests the termination of any of Customer's Services provided hereunder and the Service Term has automatically renewed pursuant to the terms herein, MASS may, in its sole discretion, allow Customer to cancel said Services upon sixty (60) days written notice to MASS.

Billing for the Service(s) shall commence on the earlier of: (i) use of the Service by Customer; or (ii) ten (10) days after delivery of the Service to the Customer's service address. Unless expressly provided to the contrary herein, MASS, in its sole discretion, may choose the underlying carrier in which the Services are provided hereunder.

The following per minute billing increments are applicable for voice services provided by MASS; including, but not limited to, PRI, Voice T-1, Dynamic T-1 and SIP: Local - 1 min; Long Distance - 6 sec; Toll Free - 6 sec; 30 sec minimum; International - 1 min. If applicable, additional charges apply for all local, long distance and BYY features, network access charge, router maintenance, CPE maintenance and directory listings. IP addresses greater than a /29 (6 addresses) and additional DID blocks greater than the quantity listed in this agreement. For voice services, short duration calls totaling 10% or more of Customer's completed calls are equal to or less than 6 seconds in length (Short Duration Calls) during any Billing Cycle, MASS reserves the right to charge and Customer shall pay an additional \$0.015 surcharge per Short Duration Call, which surcharge shall be in addition to customer's contractual usage rates. If applicable, the same metrics will be applied on a session (or DSU equivalent) basis for SIP based termination services. Calling rates are subject to change on 30 days notice via a bill message on customer's invoice.

In addition to the rates for the Service(s), Customer shall be responsible for payment of all local, state, and federal taxes, fees, and surcharges, however designated, imposed on or based upon the provision, sale or use of the Services, excluding taxes based on MASS' net income. All bills are due and payable upon receipt. If Customer's bill is not paid within thirty (30) days after the invoice date listed on the bill, Customer also shall pay MASS a monthly late charge amount equal to 1.5% of the unpaid balance due (or such lesser amount as is the maximum amount permitted under applicable law). Customer shall bear the risk of loss arising from any unauthorized or fraudulent usage of Services provided under this Agreement to Customer.

It is further understood and agreed by the Customer that certain equipment, namely a Router or Ethernet Access Device ("EAD") ("Equipment"), which may be provided to the Customer as part of this agreement, shall at all times be the property of MASS, and the possession of same by the Customer shall be deemed a lease, the consideration for same being this contract. At the termination of this agreement the Customer shall, within 5 days of said termination, return all leased equipment to MASS undamaged and in good working order. MASS shall have sole discretion in determining the condition of the Equipment upon its return. It also agreed that the failure of the Customer to return said equipment either within 5 days of the termination of the agreement or in a condition determined to be undamaged and in good working order, shall make the Company liable to MASS in an amount of \$1500.00 as liquidated damages.

The quality of service provided hereunder shall be consistent with common carrier industry standards, government regulations and sound business practices. MASS MAKES NO OTHER WARRANTIES ABOUT THE SERVICE PROVIDED HEREUNDER, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL MASS BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF CUSTOMERS, CLIENTS OR GOODWILL ARISING IN ANY MANNER FROM THIS AGREEMENT AND/OR THE PERFORMANCE OR NONPERFORMANCE HEREUNDER.

The Service Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of New York, without regard to its conflict of law principles. This Agreement is subject to and controlled by MASS' federal and state tariffs as applicable, and/or by MASS' standard terms and conditions of service and the service specific terms and conditions as located at <http://www.masscommgroup.com/legal-notices> as such tariffs and terms may be modified from time to time and all of which are hereby expressly incorporated by reference.

If this agreement is not executed within 30 days of the Effective Date, terms quoted herein are subject to change.

**Remit Payments To:**

MASS Communications  
40 Wall Street, 36th Floor  
New York, NY 10005  
billing@masscommgroup.com

**MASS Communications**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CUSTOMER**

Signature: Craig Engelman  
Print Name: Craig Engelman  
Title: Director of Operations  
Date: 2-13-15

Federal Tax ID: \_\_\_\_\_

Initial here if you authorize the Sales Executive noted on page 1 of this Agreement to act as your agent regarding all decisions affecting this order.

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**SPECTROTEL®**

PO Box 339  
Neptune, NJ 07754

Address Service Requested

**Remittance Section**

Account Number: 307702  
Invoice Number: 6436708  
Invoice Date: February 01, 2013  
Amount Due: \$4,760.28  
Payment Due Date: February 22, 2013  
Amount Paid: \$

Current payments received after February 22, 2013 will be subject to finance charges.  
Please make checks payable to: SPECTROTEL

BOSTON RENAISSANCE CHARTER SCHOOL  
1415 HYDE PARK AVE STE 13  
BOSTON MA 02136-2600

SPECTROTEL  
P.O. BOX 1949  
NEWARK, NJ 07101-1949



000003077020004760280064367080

SPECTROTEL Account Number 307702  
Invoice Number 6436708  
Invoice Date February 01, 2013

**Account Summary**

**Balance Information**

Previous Balance \$0.00  
Payments Received - Thank you! \$0.00

**Balance Forward \$0.00**

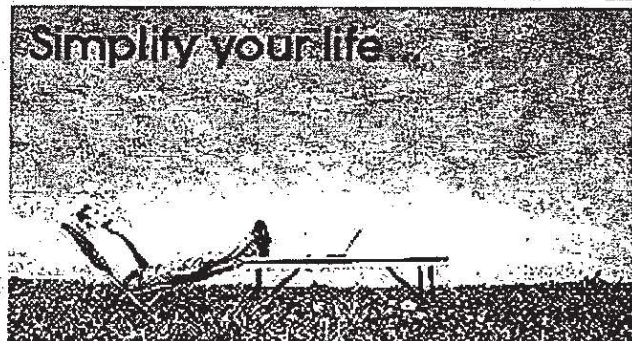
**Current Charges**

Monthly Charges \$3,785.00  
Other Charges and Credits — *PARTIAL PAY* \$973.55  
Usage Charges \$0.00  
Taxes \$0.00  
Other Fees and Charges \$1.73

**Total Current Charges \$4,760.28**

**Total Amount Due \$4,760.28**

**Important Messages**



**With Autopay from Spectrotel.**

Pay your phone bill automatically each month by debiting your checking account or credit card.

**Three Easy Ways to Sign-up**

1. Call Customer Care 888.773.9722
2. Fill out the reverse side of the remittance section of your invoice and mail it back with your payment
3. To sign-up online, you will need to create an online billing account. Just go to: [www.spectrotel.com/ma/SignIn.aspx](http://www.spectrotel.com/ma/SignIn.aspx) and click "create account". Once your online account is created, to sign-up for Autopay just click "Auto Payment" on the left of the screen. Questions? Call Customer Care: 888.773.9722

*Communications is our Service...Customer Care is our Business.*  
For Billing and Service Inquiries Please Call 888-773-9722.

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**Monthly Service**

Description	From	To	Quantity	Monthly Rate (Each)	Amount
Internet Access Fiber EPL - 100 Mbps	02/01/2013	02/28/2013	1	\$3,685.00	\$3,685.00
Managed Router	02/01/2013	02/28/2013	1	\$100.00	\$100.00
<b>Total Monthly Service</b>					<b>\$3,785.00</b>

**Other Charges and Credits****Charges & Credits for Prior Month Activity - New Service, Moves, Adds, and Changes**

	From	To	Quantity	Partial Monthly Charge / Credit (Each)	Amount
Internet Access Fiber EPL - 100 Mbps	01/24/2013	01/31/2013	1	\$950.97	\$950.97
Managed Router	01/25/2013	01/31/2013	1	\$22.58	\$22.58

Charges &amp; Credits for Prior Month Activity Subtotal

\$973.55

**Total Other Charges and Credits****\$973.55**

These charges are the result of your phone service being installed, moved, changed or disconnected in the middle of the billing period. Therefore, they represent phone charges or credits for a partial month of service

**Summary by TN**

Voice Service	Service Plan	MRC	OCC	Usage	TSF	Total
307702	Account Services	0.00	0.00	0.00	1.73	1.73
U320152	Ded 10k	3,785.00	973.55	0.00	0.00	4,758.55
<b>Total Summary by TN</b>		<b>3,785.00</b>	<b>973.55</b>	<b>0.00</b>	<b>1.73</b>	<b>4,760.28</b>

**Taxes, Other Fees and Charges****Other Fees and Charges**

Account Maintenance Fee (AMF)	\$1.07
Paper Invoice Fee (PIF)	\$0.66
<b>Total Other Fees and Charges</b>	<b>\$1.73</b>